

PUBLIC LIABILITY INSURANCE (INDUSTRIAL RISKS) POLICY

PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to hereinbelow, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

Policy No.	Issued at	Stamp Duty
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1. Name of the Insured
2. Mailing address of Insured
3. Address of Location(s) to be Insured
4. Policy Period
5. Details of Location(s) to be Insured

Location	Description of Business Activity

6. Extensions

Type of Extension	Indemnity Limit where applicable	
	AOA	AOY

Note: The limit of AOA for the above would be within the overall limit as specified in point 6 below.

11. Co-insurance (if any)

Name of the Insurer	Co-insurance Percentage

Signed for and on behalf of the **ICICI Lombard General Insurance Company Limited**, at
_____ on this date

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Authorised Signatory

PART II OF THE SCHEDULE

1. Definitions

For the purpose of this policy, the following terms shall have the meaning as set forth herein under:

- (i) "Accident" means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant, continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (ii) "Damage" means actual and/or physical damage to tangible property.
- (iii) "Injury" means death, bodily injury, illness or disease of or to any person
- (iv) "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as shown in Part I of the Schedule.
- (v) "Policy Period" means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in Part I of the Schedule.
- (vi) "Pollution" means pollution or contamination of the atmosphere or of any water, land, or other tangible property
- (vii) "Premises" shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometre from the premises.
- (viii) "Product" means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by, or on behalf of the Insured, but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

2. Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured against their legal liability for Accident causing Injury or Damage occurring in the insured premises in connection with the business as described in Part I of the Schedule during the Period of Insurance and claim first made in writing against the Insured during the policy period, (other than liability as may arise or be specified under the Public Liability Insurance Act, 1991 or any other statute of a similar or like nature that may come into force after the issue of this policy) to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian law.

3. Exclusions

The Company shall not have any liability:

- (i) in respect of any pollution howsoever caused unless specifically covered;
- (ii) in respect of any product or any liability arising out of the usage of the product;
- (iii) assumed by the Insured by agreement or contract and which would not have attached in the absence of such agreement or contract;
- (iv) arising out of Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other acts or convulsions of nature and atmospheric disturbances, unless specifically covered;
- (v) arising out of deliberate, wilful or intentional non-compliance of any statutory requirements;
- (vi) arising out of loss, which is of pure financial nature such as loss of goodwill, loss of market share etc.;
- (vii) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation and mental injury, anguish, or shock resulting therefrom;
- (viii) arising out of infringement of any intellectual property rights including copyright, patent, trade mark, registered design or any trade secrets;
- (ix) arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages or arising out of any criminal liabilities;
- (x) directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (xi) directly or indirectly caused by or contributed to by:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (xii) for any motor vehicles or trailer for which compulsory insurance is required by legislation, due to the ownership, possession or use by or on behalf of the Insured other than the following:
 - (a) for claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

- (b) for claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- (c) for claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- (d) for claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;
- (xiii) for or in respect of legal liability on account of any technical or other collaborations unless specifically covered;
- (xiv) for or in respect of any aircraft, water-borne vessels or hovercraft owned, possessed or used by or on behalf of the Insured;
- (xv) for damage to property owned, leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than the following:
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)
 - (b) employees' and visitors' clothing and personal effects
 - (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement
- (xvi) for injury and/or damage occurring prior to the retroactive date as mentioned in the Part I of the Schedule;

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company can not agree when the injury or damage occurred, then

- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- (xvii) caused by the deliberate, conscious or intentional disregard of the Insured's technical or administrative management's rules, policies, express or implied, of the need to take all reasonable steps to prevent any circumstances from arising, which may give rise to a claim;

- (xviii) for, or in respect of, injury to any person under the contract of employment or apprenticeship with the Insured, their contractor(s) and/or sub-contractor(s), when such Injury arises out of the execution of such contract;
- (xix) for Industrial seepage, pollution and contamination, unless specifically covered by an extension in that behalf;
- (xx) for carriage of effluents outside the premises, unless specifically covered by an extension in that behalf;
- (xxi) for liability arising out of transportation of materials/dangerous or hazardous substances, unless specifically covered by an extension in that behalf;
- (xxii) for or in respect of any liability which is the subject matter of specific insurance elsewhere; and / or,
- (xxiii) for any claims arising outside the territorial limits of India.

4. Basis of Assessment of Claims

The basis of assessment of claims shall be the legal liability, as admitted by the Insured with the prior written consent of the Company or in terms of an order of court of the competent jurisdiction, which shall accrue or arise on the Insured on the happening of the events specified in the scope of cover, subject to compliance with the Policy Related Terms & Conditions under Part II of the Schedule.

Subject to applicable law, rule, regulation or notification in this behalf, the Company hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938, and appointed by the Company for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to waive such survey or to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

5. Claim Procedures

The procedure for lodging the claim shall be as under:

- (i) On the occurrence of any Accident, whether or not the Insured receives any notice of an alleged claim / complaint, the Insured shall duly inform the Company in the manner prescribed in the 'Incident Reporting Form', detailing the Accident.
- (ii) The Insured, if in receipt of any notice of an alleged claim / complaint or reasonably anticipates any claim / complaint, shall forthwith furnish the same to the Company in the manner detailed in the 'Claim Application/Consent Requisition Form'

- (iii) Pursuant to the lodging of these claim forms by the Insured,
 - (a) if the Insured is desirous of entering into a compromise/settlement with the claimants, the Insured shall first seek the permission of the Company, in the manner detailed in the 'Claim Application/Consent Requisition Form', and shall only do so with the prior written approval of the Company as specified under the Policy Related Terms and Conditions.
 - (b) if any of the claimants or their agents have filed a court case against the Insured, and the Insured is desirous of entering into a compromise/settlement with the claimants, either within or outside the court process during the pendency of the proceedings, the Insured shall first seek the permission of the Company, in the manner detailed in the 'Claim Application/Consent Requisition Form', and shall only do so with the prior written approval of the Company as specified under the Policy Related Terms and Conditions.
- (iv) For any legal liability that is admitted as under sub-clauses (iii) (a) and (b) of this Clause or in terms of an order of court of competent jurisdiction, the Insured shall submit a duly filled 'Claim Settlement Form' within 14 days from the date of such admission or court order, detailing the liability accrued and the Defence Costs, if any or any other information that the Company may require.
- (v) The Insured shall furnish the forms duly completed together with:
 - (a) all material documents, as specified therein or as requested by the Company or otherwise;
 - (b) particulars of all other insurances, if any
- (vi) On request by or on behalf of the Company, the Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the claim (verified by statutory declaration, if so required) and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

6. Indemnity to Others

The indemnity granted extends to the Legal liability accruing to the:

- (i) Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;

- (ii) The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- (iii) the personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this policy as though they were the Insured.

7. Cross Liabilities

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in Part I of the Schedule.

8. Defence Costs

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

9. Indemnity Limits

Company's total liability to pay compensation, claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in Part I of the Schedule. Indemnity Limit for Any One Accident applies to any one claim or series of claims arising from one originating cause. Indemnity Limit for Any One Year shall represent the total amount of Company's liability during the Policy period.

10. Compulsory Excess

The Insured shall bear (as Compulsory Excess) the amount or percentage of the limit of indemnity per any one accident so stipulated in Part I of the Schedule attached to the policy. This Compulsory Excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims, inclusive of Defence Costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and voluntary excess, if any, opted by the Insured).

11. Voluntary Excess

In the event of the Insured opting, the policy shall be subject to voluntary excess as mentioned in Part I of the schedule. This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims inclusive of defence costs

arising out of any one accident. The Company's liability shall attach for the claims in excess of such compulsory and voluntary excess.

12. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 3 months from the date of admission of liability or order of court of competent jurisdiction unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. Policy Related Terms and Conditions

- (i) Should the Insured notify the Company during the Policy period in accordance with Clause (iv) hereinunder of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period, provided such claim / claims have been actually made within a period of 3 years commencing from the date of acceptance of such notification.
- (ii) In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but claims thereof could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.
- (iii) For the purpose of this policy, where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause, all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.
- (iv) The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately after they are received by the Insured.

- (v) No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- (vi) The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, may relinquish the same. All amounts expended by the Company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in Part I of the Schedule.

In the event the Company, in its sole discretion, chooses to exercise its right pursuant of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations would have been had it not exercised its rights under this condition.
- (vii) The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy, to which an indemnity limit applies, the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- (viii) The Insured shall keep accurate records of annual turnover, which term shall include all leviable duties and at the time of renewal of Insurances, declare such details as the Company may require. The Company shall at all reasonable times have free access to inspect such records.
- (ix) In the event of liability arising under the policy or the payment of claim under the policy, the limit of indemnity per Any One Year under the Policy shall get reduced by the extent of quantum of liability paid or to be paid in respect of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.
- (x) The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event, the Company will return the pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium for the expired part of the Insurance.

The Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company, in which event the Company will retain premium at short-period scale provided there is no claim under the Policy during the period of Insurance.

In case of any claim under the Policy, no refund of premium shall be allowed.

**PUBLIC LIABILITY INSURANCE (INDUSTRIAL RISKS)
ENDORSEMENT**

PL IR 1 Industrial Seepage, Pollution and Contamination Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the Insurance under this policy is extended to cover legal liability for Accidents causing Injury or Damage due to seepage, pollution or contamination, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period.

This extension also includes the payment of reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances provided the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Policy period whether a claim has been made or not against the Insured.

This Extension does not cover any liability

1. relating to fines, penalties, punitive or exemplary damage.
2. which would not have been covered under the Insurance, had this clause not been attached.

It is hereby agreed and declared that exclusion 3 (xix) of Part II of the Schedule is deleted.

Provided always that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

**PUBLIC LIABILITY INSURANCE (INDUSTRIAL RISKS)
ENDORSEMENT**

PL IR 2 Carriage of Effluents (Outside the Premises) Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for Accidents causing Injury or Damage arising out of treated effluents, whilst being carried by pipelines outside the premises insured to the discharge point as declared to the Company and claims made during the policy period.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution or contamination risk, howsoever caused, unless specifically covered elsewhere in the policy.

It is hereby agreed and declared that exclusion 3 (xx) of Part II of the Schedule is deleted.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Also provided always that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

**PUBLIC LIABILITY INSURANCE (INDUSTRIAL RISKS)
ENDORSEMENT**

PL IR 3 Transportation Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for Accidents causing Injury or Damage caused by materials/dangerous or hazardous substances as per list submitted to the Company, whilst being transported by rail/road/pipeline and claims made during the policy period, subject to limit of indemnity not exceeding the specific limit within the overall limit in respect of Any one Accident (AOA) or aggregate during the policy period (AOY) as mentioned in Part I of the Schedule of the policy.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused, unless specifically covered elsewhere in the policy.

It is hereby agreed and declared that exclusion 3 (xxi) of Part II of the Schedule is deleted.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous/ hazardous substances are complied with.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

**PUBLIC LIABILITY INSURANCE (INDUSTRIAL RISKS)
ENDORSEMENT**

PL IR 4 Technical Collaborators Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed that this policy is extended to include the legal liability of the Collaborator, as specified in Part I of the Schedule with respect to the Technical Collaboration Agreement between the named Insured and the Collaborator. The declarations, all definitions, exclusions, terms, conditions and limit of indemnity of this policy otherwise remain unchanged.

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the Insured in an Indian Court. It is further agreed and understood that only Indian Law shall be applicable to actions brought in India against the Insured.

It is hereby agreed and declared that exclusion under Clause 3 (xiii) of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

**PUBLIC LIABILITY INSURANCE (INDUSTRIAL RISKS)
ENDORSEMENTS**

PL IR 5 Act Of God Perils Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that exclusion 3 (iv) of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

PART III OF THE SCHEDULE

Standard Terms And Conditions

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt

of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

8. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however, in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Duties of the Insured on occurrence of loss

On the occurrence of any loss within the scope of cover under the policy, the Insured shall:

- (i) Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.

- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company On Happening Of Loss Or Damage Clause as provided in this Part.
- (iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

12. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- (i) enter and/or take possession of the insured property, where the loss or damage has happened
- (ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- (iii) keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,
- (iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall, in case of any loss or any circumstances that have given rise to the claim to the Insured, be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will assist in any way the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

14. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

15. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

16. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

18. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

19. Cause of Action/ Currency for Payments

No Claim shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

20. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

21. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

22. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

23. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited
ICICI Towers
Bandra Kurla Complex
Mumbai 400 051

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

24. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

25. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.